

STATE OF SOUTH CAROLINA)

(Caption of Case))

IN RE:)

Application of Timothy P. Oliver for Approval of the
Sale of the Assets of Sigfield Water Co., Goat Island
Community Water System, Goat Island Community
Sewer System, Gin Pond Shores Water System, and
Haynesworth Mill Water System to the Town of
Summerton)

BEFORE THE
PUBLIC SERVICE COMMISSION
OF SOUTH CAROLINA

COVER SHEET

DOCKET

NUMBER: 2017 - ____ - ____

(Please type or print)

Submitted by: William H. Johnson

SC Bar Number: 15167

Address: Law Offices of William H. Johnson, LLC

Telephone: 803-435-0909

PO Box 137

Fax: 803-435-2858

Manning, SC 29102

Other:

Email: william@whjohnsonlaw.com

NOTE: The cover sheet and information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is required for use by the Public Service Commission of South Carolina for the purpose of docketing and must be filled out completely.

DOCKETING INFORMATION (Check all that apply)

☐ Emergency Relief demanded in petition☒ Request for item to be placed on Commission's Agenda expeditiously☐ Other: _____

INDUSTRY (Check one)	NATURE OF ACTION (Check all that apply)		
<input type="checkbox"/> Electric	<input type="checkbox"/> Affidavit	<input checked="" type="checkbox"/> Letter	<input type="checkbox"/> Request
<input type="checkbox"/> Electric/Gas	<input type="checkbox"/> Agreement	<input type="checkbox"/> Memorandum	<input type="checkbox"/> Request for Certification
<input type="checkbox"/> Electric/Telecommunications	<input type="checkbox"/> Answer	<input type="checkbox"/> Motion	<input type="checkbox"/> Request for Investigation
<input type="checkbox"/> Electric/Water	<input type="checkbox"/> Appellate Review	<input type="checkbox"/> Objection	<input type="checkbox"/> Resale Agreement
<input type="checkbox"/> Electric/Water/Telecom.	<input checked="" type="checkbox"/> Application	<input type="checkbox"/> Petition	<input type="checkbox"/> Resale Amendment
<input type="checkbox"/> Electric/Water/Sewer	<input type="checkbox"/> Brief	<input type="checkbox"/> Petition for Reconsideration	<input type="checkbox"/> Reservation Letter
<input type="checkbox"/> Gas	<input type="checkbox"/> Certificate	<input type="checkbox"/> Petition for Rulemaking	<input type="checkbox"/> Response
<input type="checkbox"/> Railroad	<input type="checkbox"/> Comments	<input type="checkbox"/> Petition for Rule to Show Cause	<input type="checkbox"/> Response to Discovery
<input type="checkbox"/> Sewer	<input type="checkbox"/> Complaint	<input type="checkbox"/> Petition to Intervene	<input type="checkbox"/> Return to Petition
<input type="checkbox"/> Telecommunications	<input type="checkbox"/> Consent Order	<input type="checkbox"/> Petition to Intervene Out of Time	<input type="checkbox"/> Stipulation
<input type="checkbox"/> Transportation	<input type="checkbox"/> Discovery	<input type="checkbox"/> Prefiled Testimony	<input type="checkbox"/> Subpoena
<input checked="" type="checkbox"/> Water	<input checked="" type="checkbox"/> Exhibit	<input type="checkbox"/> Promotion	<input type="checkbox"/> Tariff
<input type="checkbox"/> Water/Sewer	<input type="checkbox"/> Expedited Consideration	<input type="checkbox"/> Proposed Order	<input type="checkbox"/> Other: _____
<input type="checkbox"/> Administrative Matter	<input type="checkbox"/> Interconnection Agreement	<input type="checkbox"/> Protest	
<input type="checkbox"/> Other: _____	<input type="checkbox"/> Interconnection Amendment	<input type="checkbox"/> Publisher's Affidavit	
	<input type="checkbox"/> Late-Filed Exhibit	<input type="checkbox"/> Report	

Print Form

Reset Form

BEFORE
THE PUBLIC SERVICE COMMISSION
OF SOUTH CAROLINA
DOCKET NO.:

Re: Application of Timothy P. Oliver)	
For Approval of the Sale of the Assets)	
Of Sigfield Water Co., Goat Island)	
Community Water System, Goat Island)	APPLICATION FOR THE
Community Sewer System, Gin Pond)	APPROVAL OF THE SALE
Shores Water System, and Haynesworth)	OF ASSETS
Mill Water System to the Town of)	
Summerton)	
_____)	

INTRODUCTION

Timothy P. Oliver owns and operates several water systems in Clarendon County, South Carolina. Timothy P. Oliver operates Sigfield Water Co. under DHEC permit number 1450006, Goat Island Community Water System under DHEC permit number 1450012, Goat Island Community Sewer System under DHEC permit number ND0067318, Gin Pond Shores Water System under DHEC permit number 1450005, and Haynesworth Mill Water System under DHEC permit number 1450005. The service area for these systems comprised of Sigfield Water Co., Goat Island Community Water System, and Haynesworth Mill Community Water System are shown on the map prepared by Alliance Engineering dated June 20, 2011, and attached hereto as **Exhibit “A”**. The service are for Gin Pond Community Water System is shown on **Exhibit “B.”** The site location for the Goat Island Community Sewer System is shown on **Exhibit “C”**.

APPLICATION

Timothy P. Oliver (“Applicant” or “Present Certificate Holder”), pursuant to 26 S.C. Code Ann., RR 103-504 and 103-704 (1976, as amended), and other applicable Rules and Regulations of the Public Service Commission of South Carolina (hereinafter, the “Commission”), hereby requests that this Commission approve the sale and transfer of the ownership of the Systems to the

Town of Summerton, a body politic. The transfer and sale specifically includes infrastructure and all assets and income and ownership without limitation, and all customers and rights, operating authority and *indicia* of ownership as broadly as those terms may be defined, directly related to the Systems. In support of the Application, Applicant would show the following:

1. Applicant is the present Certificate Holder, authorized by this Commission to operate all of the Systems.
2. Applicant is subject to the Jurisdiction of this Commission.
3. Applicant seeks approval to transfer ownership of the Systems and only those customers attendant to those systems, which includes the application infrastructure, assets, income, ownership, liabilities, and rights and operating authority of the Certificate Holder, directly related to the utility's provision of service to the Affected Areas in Clarendon County.
4. That the Town of Summerton ("the Town") is a municipal corporation existing under the Constitution and laws of the State of South Carolina, and the Town owns and operates water supply and distribution systems by which it provides water services to customers residing within and without municipal limits. Pursuant to S.C. Code Ann. Section 58-5-30, as amended, the Town's utility operations are not subject to the jurisdiction of the Commission.
5. Applicant seeks expedited and *nuc pro tunc* approval of the sale and waiver of any requirement for a formal hearing, provided that no substantial opposition arises from the Notice attached hereto, which was previously mailed to current customers of the systems. A copy of said notice is attached hereto as **Exhibit "D"**.
6. All communications concerning this Application may be directed to:

Applicant

Timothy P. Oliver
 2039 Lake Marion Shores Road
 Summerton, SC 29148
 803-435-1535

Attorney of Record

William H. Johnson, Esquire
 Law Offices of William H. Johnson, LLC
 Post Office Box 137
 Manning, SC 29102
 803-435-0909

7. Present certificate holder, Timothy P. Oliver, sold and transferred the systems to the Town the above described assets, including but not limited to all easements and all rights and privileges contained therein and operating authority of the Utility attendant to the Affected Areas of the Utility described hereinabove and as is more fully set forth hereinabove and as is more fully set forth hereinabove and memorialized in the, "Purchase and Sale Agreement, with Exhibit "A" dated August 29, 2016, as amended September 28, 2017 (copy attached hereto as **Exhibit "E"**) and the transfer documents from the sale dated September 28, 2017, and attached hereto as **Exhibit "F"**.
8. The transfer and sale is a final transfer and sale of the systems to the Town and the Town has assumed all liability attendant to that ownership and operation of the systems.
9. Therefore, the sale is not a joint venture by the parties and is a final transfer and final sale of those assets specified hereinabove, directly related to the utility service provided to the Affected Areas in Clarendon County, South Carolina.

10. The transfer and sale contemplated herein will be carried out in accordance with and subject to, the regulations of the Commission and in coordination with proper notice to the customers of the affected portion of the Utility.
11. The sale is subject to terms and conditions of all permits issued by the South Carolina Department of Health and Environmental Control (hereinafter, "SCDHEC"), and any applicable consent orders.
12. Purchaser, the Town of Summerton, has notified customers of the systems of the new monthly service rate of \$27.00 flat rate for all residential water customers and \$30.00 for all residential wastewater customers at Goat Island.
13. Counsel for the South Carolina Office of Regulatory Staff is being served with a copy of these pleadings.
14. The SCDHEC is also being served with a copy of these pleadings.

CONCLUSION

Based upon the foregoing, it is in the best interests of the customers of the Affected Areas in Clarendon County and in the public interest, that this Commission approve the proposed sale of the denominated portion of the Utility, as set forth in more detail hereinabove.

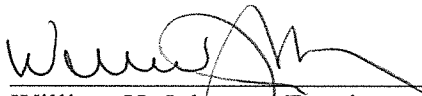
WHEREFORE, having fully set forth the reasons in his Application, Timothy P. Oliver respectfully requests that this Commission:

- A. Inquire into this matter;
- B. If substantial opposition does not develop, hear and decide this matter at an appropriate weekly agenda session;

- C. Grant its *nuc pro tunc* approval of the transfer and sale of the Sigfield Water Co., Goat Island Community Water System, Goat Island Community Sewer System, Gin Pond Shores Water System, and Haynesworth Mill Water System; and
- D. Grant such further and other relief as this Commission deems proper and fit.

Respectfully Submitted,

LAW OFFICES OF WILLIAM H. JOHNSON, LLC

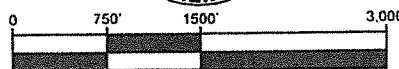
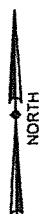


William H. Johnson, Esquire
Attorney for Timothy P. Oliver

Manning, SC
September 29, 2017

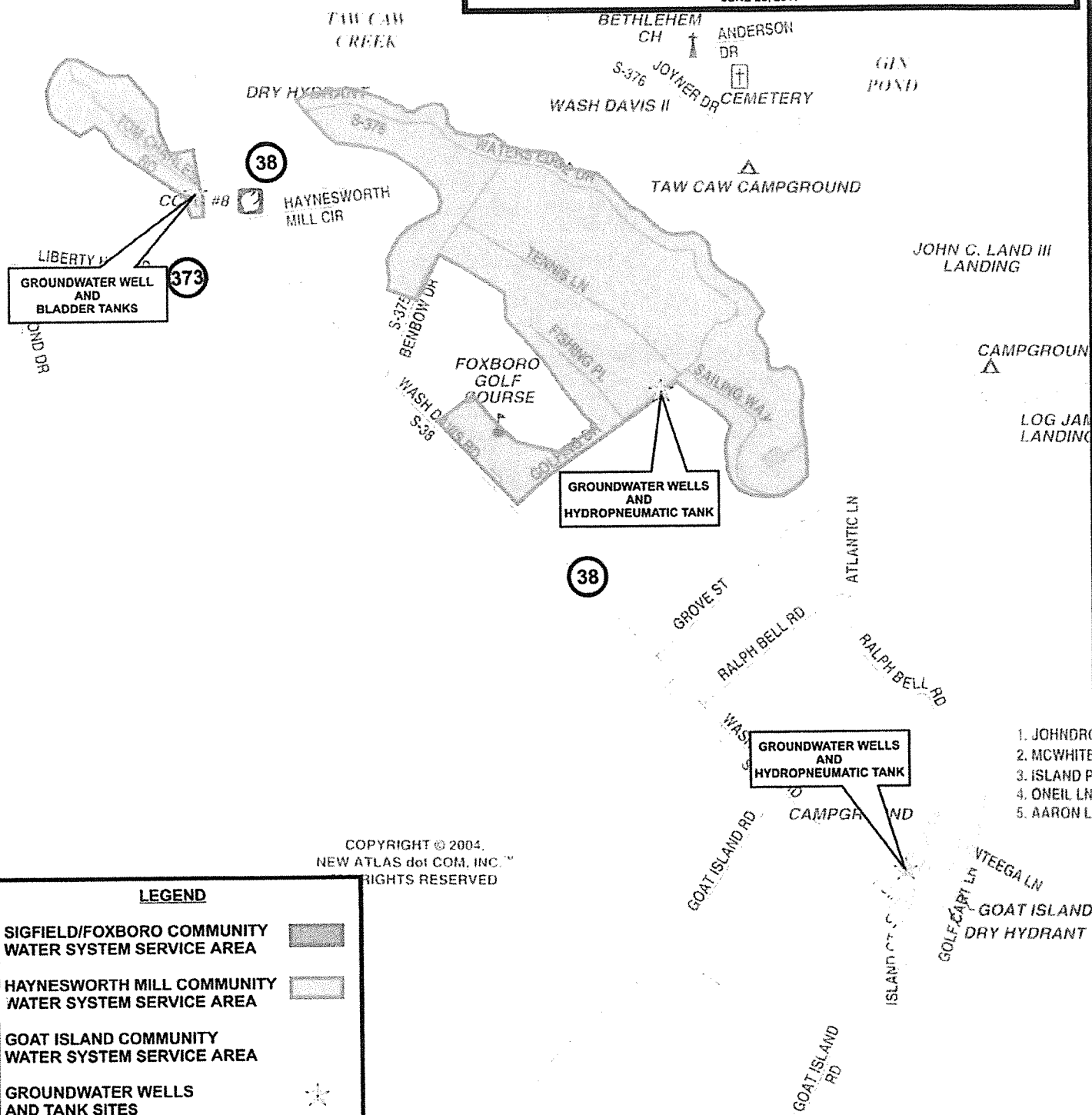
GOAT ISLAND COMMUNITY WATER SYSTEMS ASSESSMENT FOR CLARENDON COUNTY, SOUTH CAROLINA

SITE LOCATION MAP



GRAPHIC SCALE
JUNE 20, 2011

ALLIANCE
CONSULTING ENGINEERS
PREPARED BY
ALLIANCE CONSULTING ENGINEERS, P.C.
INFORMATION FROM
CLARENDON COUNTY SITE LOCUS
DATE: 7-24



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LEGEND

SIGFIELD/FOXBORO COMMUNITY
WATER SYSTEM SERVICE AREA



HAYNESWORTH MILL COMMUNITY
WATER SYSTEM SERVICE AREA



GOAT ISLAND COMMUNITY
WATER SYSTEM SERVICE AREA



GROUNDWATER WELLS
AND TANK SITES



1. JOHNDRO
2. MCWHITE
3. ISLAND P
4. ONEIL LN
5. AARON L

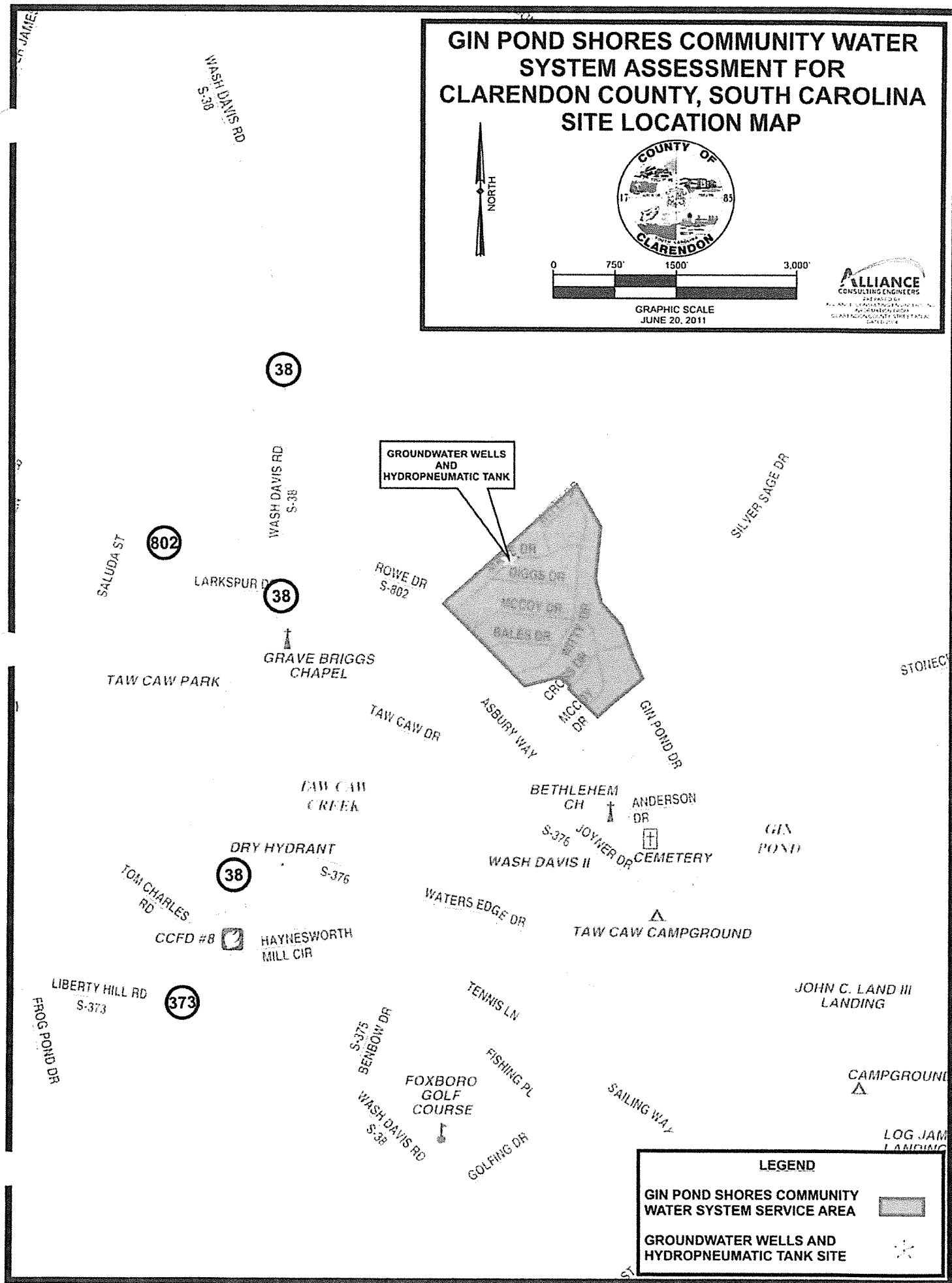


EXHIBIT B

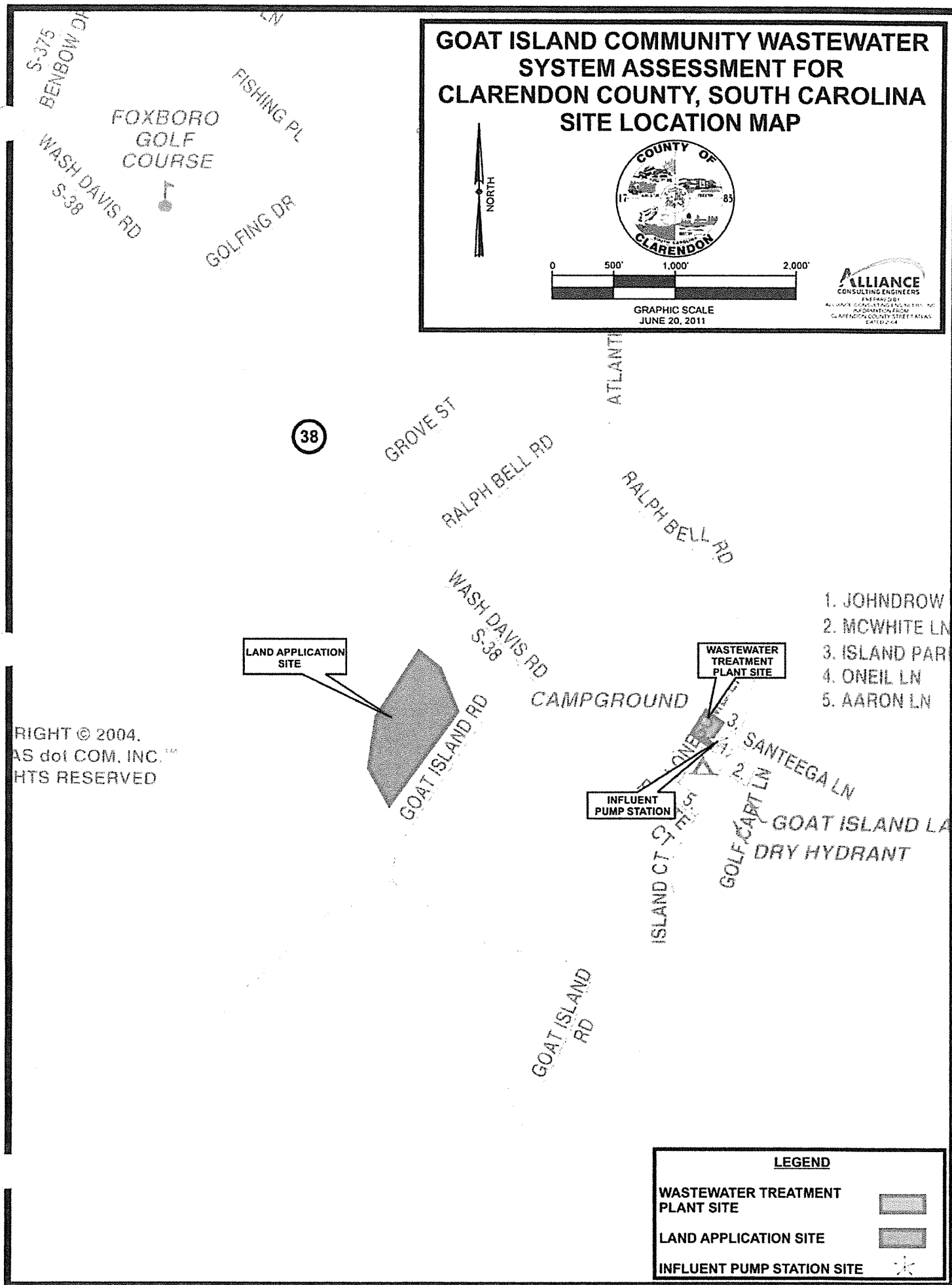
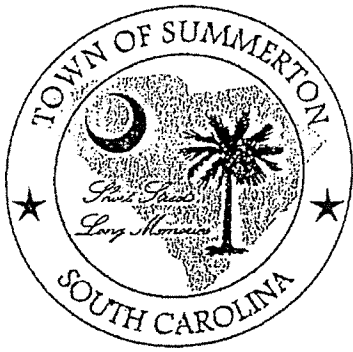


EXHIBIT C



Town of Summerton

Post Office Box 279
10 Main Street
Summerton, SC 29148
PH: 803-485-2525
FX: 803-485-2914

Dear Water Customer:

On behalf of the Town of Summerton, we welcome you as a customer. The Town of Summerton owns, operates, and manages your water supply, as state regulations require. Our Public Works Department will strive to provide you with the highest service, quality, and value possible. Please be sure to call our office with any questions or concerns that you may have.

Operation, Maintenance and Management Services

Summerton Public Works will make every effort to protect the public health through competent operation, maintenance, and management of your drinking water system. You will observe staff walking and driving through your neighborhood from time to time checking your system. We will work to ensure that all operation and maintenance activities of the water system are completed in accordance with SCDHEC public health practices and water industry standards.

Service Vehicles and Staff

You will occasionally observe Public Works field staff walking and driving through your community checking on the well and pump house, the water distribution lines, and service lines at the street. Field staff can be identified by the logos on their vehicles in addition to their clothing, which indicate "Summerton Public Works." This is normal, however, if you have any questions please call our office. Please do not ask staff to enter your home, it is strictly against company policy.

Water Quality Testing

Our staff routinely monitor for contaminants in your drinking water according to Federal and State laws. We may request, for certain tests that you assist us by taking samples from within your home for pick up later. The Federal Safe Drinking Water Act is routinely mandating new levels of water quality testing. We are committed to ensuring that we are complying with those requirements to provide quality water to you.

Your Water Rates, Fees and Billing Dates

The Public Works staff will prepare and mail your water bill as well as collect your payment each month. Residential rates are a flat rate of \$27.00 for all residential water customers and \$30.00 for residential wastewater customers at Goat Island. Bills normally are mailed out 3 to 4 days before the end of the month. The billing policy set by town council is as follows:

Billing

The charges for this service shall be billed and payable monthly on a bill rendered by the Town of Summerton Water Department. Said bills shall be through the U.S. mail notifying all persons of the bill amount and date due. Failure to receive notice shall not be an excuse for non-payment of bills.

Late Fees

Charges become past due at 5pm on the 15th of the month. If the 15th falls on the weekend or a holiday then late fees will be applied at 5pm the next business day.

Late fees will be applied as follows: \$5.00 for late payment after the above time and date.

Cut-Off

Bills must be paid in full by the close of the business day (5pm) on the 20th of the month. If the 20th falls on the weekend or a holiday then cut-off will be at 5pm on the next business day. Service cut-off will be on the 21st of the month or the next business day if the 21st falls on a weekend or holiday.

Accounts on the cut-off list, whether they are physically turned off or not, will be assessed a \$25.00 reconnection fee. Once the cut-off list is issued the customer must pay the entire balance including the late fee and reconnect fee(s) before service is restored.

An additional fee of \$15.00 along with the reconnection fee of \$25.00 will be added if service is restored after business hours, weekends and holidays.

If any water/sewer account is delinquent, the meter will be cut-off, locked and or pulled.

Town of Summerton personnel are not responsible for notifying customers of cut-off for non-payment.

Any exceptions to the above policy/procedures will be heard by town council.

Bill Payment Options

Summerton Public Works offers a wide variety of convenient payment options for our customers. Simply choose the option that best suits your needs.

Electronic Payments for Water Bills

Payments Process by SC.GOV: Upon electing to make an online payment, go to www.summertonwater.com and click on make a payment, you will be taken to Enterprise Payment System Checkout page which is an online service is provided SC.GOV, a third-party working under a contract administered by the South Carolina Budget and Control Board, Division of State Information Technology (DSIT). The total amount of your payment will be reflected in the SC.GOV Total shown on the payment confirmation page prior to completing your transaction. The online price of items or services purchased through SC.GOV, the state's official Web Portal, includes funds used to develop, maintain, enhance and expand the service offerings of the state's portal.

Payment by Mail

If paying by check or money order through the mail, please send all payments with your payment coupon. To avoid late fees, please mail your payment at least five-seven business days before the due date specified on your bill.

Automatic Bank Draft

The worry-free way to pay your water bill. With this service, the amount of your monthly bill is automatically deducted from your bank account and credited to your utility account. There is no set-up fee or charge associated with this method of payment. To set up Automated Bank Draft, simply download and fill out the ACH Recurring Debit Form (if available) located in the Forms & Reports Section and drop it off or mail it to our office, along with a voided check.

Payment Drop-off Location

You may pay your bill in person at our office address. We accept cash, check, or money orders. To avoid longer wait times, please note that Mondays, Fridays and the first day after a holiday are normally very busy. The after-hours drop box is conveniently located at the curb in front of Town Hall. For the foreseeable future the drop boxes at Gin Pond and Goat Island will still be available.

Emergency Contact

If you need to call us in an emergency, please use the after-hours number 803-460-2025. We appreciate your calls if you believe there is a leak, you observe excessive use, or some other activity that may jeopardize the quality or security of the water supply or its storage. In the event of loss of electrical power, water service will be restored to full pressure when power has been restored or the stand by generator has been activated if available. If a leak occurs between your shutoff near the street and your home, this is the homeowners' responsibility.

Please contact us if you have any questions by email to waterclerk@townofsummerton.com or phone 803-485-2525, thank you.

We look forward to serving you as a customer.

A handwritten signature in black ink, appearing to read "Mac Bagnal". The signature is fluid and cursive, with a large loop at the end.

Mac Bagnal, Mayor
Town of Summerton

STATE OF SOUTH CAROLINA)
) **PURCHASE AND SALE AGREEMENT**
 COUNTY OF CLARENDON)

This Purchase and Sale Agreement (hereinafter the "Agreement") is entered into this 29th day of August, 2016 (the "Effective Date"), by and between **TOWN OF SUMMERTON, SOUTH CAROLINA** a body politic and organized under the laws of the State of South Carolina, (hereinafter the "Purchaser") and **T.P. OLIVER WATER SYSTEMS AND TIM OLIVER A/K/A TIMOTHY P. OLIVER** (the "Seller").

WITNESSETH

WHEREAS, Seller is the owner of real property with improvements and personal property include but not be limited to fixtures, equipment, tools, fences, wells, tanks, meters, valves, pipes, accounts receivable, customer information and easement access rights in Clarendon County, South Carolina being more fully described on Exhibit A, that consists of three (3) private community water systems, located more particularly in the southern portion of Clarendon County, (hereinafter the "Property"); and

WHEREAS, the Seller desires to sell the Property and the Purchaser is desirous of buying the Property subject to the contingencies, terms, and conditions set forth in this Agreement; and

WHEREAS, the Seller has agreed to sell the Property to the Purchaser for the sum of **Two hundred thirty-five thousand and No/100 Dollars (US) (\$235,000.00)**; and

NOW, THEREFORE, for and in consideration of the recitals, the promises, covenants, agreements and obligations of Purchaser and Seller as herein contained, and other valuable consideration in hand paid by each party to the other, the receipt and sufficiency of which is hereby acknowledged, Purchaser and Seller agree as follows:

1. Sale and Property. Seller agrees to sell and Purchaser agrees to buy the Property based on the terms set forth above and herein.

(a) Description. The Property contemplated for sale and purchase pursuant to this agreement is more fully described on Exhibit A, and consists of three (3) private community water systems located more particularly in the southern portion of Clarendon County, (hereinafter the "Property").

2. Purchase Price. The Purchase Price for the Property shall be **Two hundred thirty-five thousand and No/100 Dollars (US) (\$ 235,000.00)** (the "Purchase Price"). Such purchase price shall be payable to Seller at the Closing (hereinafter defined). At the Closing the Purchase Price shall be paid by Purchaser to Seller in United States currency by way of cash, certified funds, or other immediately available funds, less

the Earnest Money (hereinafter defined) and adjusted to reflect the prorations, if any, provided for in this Agreement.

3. **Earnest Money.** Upon execution of this Agreement, refundable earnest money in the amount of Five Thousand and No/100 Dollars \$5,000.00 (the "Earnest Money") shall be paid to the Law Offices of William H. Johnson, LLC (the "Escrow Agent"), by Purchaser. The Purchaser and Seller both agree the Earnest Money deposit shall be a credit against the Purchase Price for the Property. The Escrow Agent shall deposit the Earnest Money into a non-interest bearing trust account maintained by the Escrow Agent for such purposes. The Earnest Money shall be held and applied pursuant to terms of this Agreement.

4. **Conveyance of Property.** At Closing, the Seller shall convey marketable title to the Property to Purchaser in fee simple by general warranty deed and bill of sale, subject to taxes for the year of closing, all restrictions, easements and covenants of record (provided they do not make title unmarketable) and to all governmental statutes, ordinances, rules and regulations. If an owner's title commitment can be issued by an ALTA title insurance company, without any unusual or extraordinary exceptions and at ordinary rates, this shall constitute evidence of marketable title for purposes of this Agreement.

5. **Contingencies.** Purchaser's obligation to close on this transaction is specifically contingent upon the satisfaction of the following conditions:

- A) The funding of financing for 100% of the purchase price through the issuance of revenue bonds in accordance with South Carolina law;
- B) The transfer of authority, at no cost to Purchaser, of all licenses, permits, and other regulatory authority necessary for the operation of the systems conveyed.

6. **Inspections Prior to Closing.**

(a) Purchaser, its agents and representatives, shall at all times prior to Closing have the privilege, opportunity, and right of entering upon the Property in order to inspect and examine same and perform inspections, topographical surveys, soil test borings, percolation tests, drainage, utility and traffic determinations, environmental audits, tests and studies, and other tests needed to determine surface, sub-surface, and topographic conditions, and any other tests deemed necessary by Purchaser. Purchaser shall repair all damage to the Property if requested by the Seller as a result of any studies prior to purchase.

(b) Seller shall provide to Purchaser, within ten (10) days of the execution of this agreement, with copies of verified financial statements, including statements showing the income generated by and expenses related to the operation of the Property, for the five (5) years preceding the date of this agreement, and also monthly statements for the fiscal year including the date of execution of this agreement.

Purchaser shall have a period of ninety days elect to cancel this Agreement, in which event the Earnest Money shall be returned to Purchaser.

7. **Closing.** The purchase and sale contemplated herein shall take place on or before **November 30, 2016** (the "Closing") at a convenient location as the parties may mutually agree upon. Seller shall deliver possession of the Property to Purchaser at Closing.

8 **Seller's Representation, Warranties and Covenants.** In order to induce Purchaser to enter into this Agreement and to purchase the Property, in addition to the warranties, representations, covenants and undertakings contained elsewhere in this Agreement, Seller hereby makes the following representations, warranties and covenants, each of which is material and is relied upon by Purchaser:

(a) **Title.** Seller is the sole owner of good and marketable fee simple title to the Property.

(b) **Authority of Seller.** Seller, and its agent signing and executing this Agreement, has the right, power and authority to enter into this Agreement and to sell the Property in accordance with the terms and conditions hereof. This Agreement, when executed and delivered by Seller, will be a valid and binding obligation of the Seller in accordance with its terms and will not violate any agreement, Order, decree or judgment to which Seller is bound or subject.

(c) **No Violations.** To the best of its knowledge, Seller is not in violation and has not received notice of the violation of zoning or other ordinances, resolutions, statutes or regulations of any government, or governmental agency in respect to the operation, use, maintenance or condition of the Property or any part thereof.

(d) **Compliance.** Seller is in compliance with all agreements containing provisions related to the operation of the Property, including but not limited to that certain Spray Agreement with Bell-View Farms.

(e) **No Other Agreements.** No options or other contracts have been granted or entered into which are still outstanding and which give any party a right to purchase any interest in the property or any part thereof.

(f) **No Other Condemnation.** To the best of the Seller's knowledge, there is no other condemnation or eminent domain proceedings pending or contemplated, against the Property or any part thereof and the Seller has received no notice, oral or written, from any other public authority to take or use the Property or any part thereof.

(g) **Environmental Matters.** To the best of Seller's knowledge, the Property has not been previously used as a landfill or dump for garbage refuse and no Hazardous Materials are or have been located, used, stored or disposed of on the Property.

(i) "Hazardous Materials" shall include, without limitation, any substance, the presence of which on the Property, (A) require reporting, investigation or remediation under Environmental Requirements; (B) causes or threatens to cause a nuisance on the Property or threatens to pose a hazard to the health or safety of persons on the Property, or (C) which, if it emanated or migrated from the Property, could constitute a trespass.

(ii) "Environmental Requirements" shall mean all fines, fees, laws, ordinances, statutes, codes, rules, regulations, agreements, judgments, orders and decrees, now or hereafter assessed, enacted, promulgated, or amended, of the United States, the states, the counties, the cities, or any other political subdivision, agency or instrumentality exercising jurisdiction over the owner of the Property, the Property, or the use of the Property, relating to holding and treatment of wastewater, water, pollution, the protection or regulation of human health, natural resources, to the environment, or the emission, discharge, release or threatened release of pollutants, contaminants, chemicals, or industrial, toxic or hazardous substances or waste or Hazardous Materials into the environment (including without limitation, ambient air, surface water, groundwater, land, or soil).

(h) **No Archaeologically Significant Matters.** To the best of the Seller's knowledge, no archaeologically significant ruins or artifacts are located on the Property that would prohibit the intended use of the Property by the Purchaser.

(i) **FIRPTA Withholding.** Seller, collectively and individually, are not a "foreign person" as that term is defined in the Internal Revenue Code, Section 1445(F) (3), nor is the sale of the Property subject to any withholding requirements imposed by the Internal Revenue Code (including but not limited to, Section 1445 thereof, or any withholding requirements imposed by the tax laws of the State of South Carolina.)

(j) **No Bankruptcy/Dissolution Event.** No "Bankruptcy/Dissolution Event" (as hereinafter defined) has occurred with respect to Seller and this Property. "Bankruptcy/Dissolution Event" means the occurrence of any of the following: (a) the commencement of a case under Title 11 of the U.S. Code, as now constituted or hereafter amended, or under any other applicable federal or state bankruptcy law or other similar law; (b) the appointment of a trustee or receiver of any property interest; (c) an assignment for the benefit of creditors; (d) an attachment, execution or other judicial seizure of a substantial property interest; (e) the taking of, or failure to take, or submission to any action indicating an inability to meet its financial obligation as they accrue; or (f) a dissolution or liquidation.

9 **Survey.** Purchaser, if it deems necessary, shall request and cause to be made, at the cost of the Seller, a Survey ("Survey") of the Property indicating the true and correct legal description thereof and delineating the boundary lines of said Property. Said

Survey shall be prepared by a surveyor registered and licensed in the State of South Carolina and shall set for the acreage contained thereon. However, if a current or recent survey (less than 15 years old from the date of this agreement) exists of the Property, the Seller agrees to deliver a copy of said survey (to include any wetlands delineation surveys) to the Purchaser within 30 days of the signing of this agreement and Purchaser will accept said survey in lieu of the requirements of this Section.

10. **Risk of Loss.** Loss or damages to the Property by fire or storm or other casualties between the date hereof and Closing Date, shall not void or impair this Agreement.

11. **Proration.** All property taxes, assessments, water charges, sewer fees and other applicable charges shall be prorated as of the Closing based on a 365-day year. Tax prorations shall be based on the tax information available on the date of Closing.

12. **Closing Costs.** Closing costs, including the costs of obtaining any financing, shall be paid as follows:

(a) Purchaser shall pay the fees for the costs of any appraisal, the preparation of other closing documents procured on Purchaser's behalf, including Purchaser's attorney's fees, and the costs of a title insurance policy. This property will be exempt from recording fees and documentary stamp fees since it is a transfer into a municipality.

(b) Seller shall pay for the costs of deed preparation and all costs necessary to comply with Seller's obligation to deliver a marketable title to the property conveyed. Except however, Purchaser shall pay an amount not to exceed One Thousand and no/100's (\$1,000.00) Dollars to apply to Seller's costs.

13. **Deliveries at Closing.** In addition to other conditions precedent set forth elsewhere in this Agreement, Seller and Purchaser shall deliver to the other the documents and items set forth hereunder, the delivery and accuracy of which shall further condition the obligations of the party to whom such are delivered to consummate the purchase and sale hereunder contemplated.

(a) **Seller's Deliveries at Closing.** At Closing, Seller shall deliver the following to the Purchaser:

(i) **Deed and Bill of Sale.** General warranty deed and bill of sale in recordable form, duly executed by the Seller conveying to Purchaser good, marketable and insurable fee simple title to the Property except as set forth hereinabove.

(ii) **Lien Waiver.** An owner's affidavit or lien waiver satisfactory for the purpose of removing the mechanic's lien exception from the Purchaser's title insurance policy for the Property.

(iii) **Residency Affidavit.** An affidavit of Seller providing the Seller's federal identification numbers and certifying that this transaction is not subject to withholding taxes in accordance with South Carolina Revenue Ruling 90-3.

(iv) **Settlement Statement.** A settlement statement setting forth the amounts paid by or on behalf of and/or credited to each of Purchaser and Seller pursuant to this Agreement.

(v) **Other Documentation.** Such other documents as may be reasonable in the opinion of Purchaser or their counsel to consummate and close the transaction contemplated herein pursuant to the terms and conditions of this Agreement. This shall include, but not be limited to, all documentation regarding inspections and filings with regulatory agencies, billing information and accounts receivable information.

(b) **Purchaser's Deliveries at Closing.** At the Closing, Purchaser shall deliver the following to Sellers:

(i) **Purchase Price and Other Costs.** The Purchase Price as set forth in Section 2.

(ii) **Settlement Statement.** A settlement statement setting forth the amounts paid by or on behalf of and/or credited to each of Purchaser and Sellers pursuant to this Agreement.

(iii) **Other Documentation.** Such other documents as may be reasonable in the opinion of Purchaser or their counsel to consummate and close the transaction contemplated herein pursuant to the terms and conditions of this Agreement.

14. Default. Excepting default by non-fulfillment of the contingency clause contained in Section 2(a) of this Agreement, upon the failure of the Purchaser to comply with the terms of this Agreement within the stipulated time and after receipt of notice of said default, with a five (5) day right to cure, it is understood and agreed by and between the parties hereto that the Seller, may at its option and in its sole discretion and its sole remedy, receive the Earnest Money deposit paid by or on behalf of Purchaser as liquidated damages, in which event Seller shall have no other remedy and no further obligation to Purchaser under this Agreement. In the event of a default of the performance of the obligations of Seller pursuant to this Agreement, Purchaser, as its sole remedies, shall be entitled to either: (i) terminate this Agreement and receive a full refund of the Earnest Money or (ii) seek specific performance of this Agreement. Either Seller or Purchaser is hereby allowed a five (5) day right to cure any default prior to termination hereof. To effect termination after the right to cure, the terminating party shall send a letter to the addresses listed in this agreement in Section 14 stating its intention to

terminate and date of termination and also setting forth within the letter the particular reasons for termination. This section does not apply to Section 2(a) "Contingency" as that particular section outlines the remedies for failure to meet the contingency requirements.

15. Notices. Any notice to Sellers or Purchaser shall be in writing and shall be delivered to the address of the appropriate party stated below, or such other address as shall subsequently be provided by appropriate notice. Any written notice shall be deemed received on the second calendar day following the day of mailing if addressed and mailed by certified or registered mail, postage paid to the addresses set forth below:

Purchaser: The Town of Summerton
William Brailsford, Public Works Director
PO Box 279
Summerton, SC 29148

Seller: Timothy P. Oliver
6322 M.W. Rickenbaker Road
Summerton, SC 29148

16. Real Estate Commission. Any commission due a real estate agent will be received from the Purchase Price and distributed to the Agent after Closing by the Seller or Seller's Attorney. The Purchaser is not responsible for any real estate commissions in this particular transaction. These representations and warranties shall survive Closing.

17. Escrow Agent. In performing its duties as Escrow Agent and holding the Earnest Money as provided in this Agreement, the Escrow Agent shall not incur any liability to anyone for damages, losses or expenses, except for willful default or breach of trust and it shall not incur any such liability with respect to (a) any action taken or omitted in good faith upon advice of its counsel, or (b) to any action taken or omitted in reliance upon any instrument, including written notice or instructions provided for in this Agreement, not only as to its due execution and validity and effectiveness of its provisions, but also as to the truth and accuracy of any information contained therein, which Escrow Agent shall in good faith believe to be genuine, to have been signed or presented by a proper person or persons, and to conform with the provisions of this Agreement. In the event of a dispute between any of the parties hereto sufficient in the discretion of Escrow Agent to justify its doing so, Escrow Agent shall be entitled to tender into the registry or custody of any court of competent jurisdiction, all Earnest Money held under this Agreement, together with such legal proceedings as it deems appropriate, and thereupon the discharge from all further duties and liabilities under this

Agreement. Any such legal action shall be brought in such court as Escrow Agent shall determine to have jurisdiction thereof. All costs of such proceedings, together with any reasonable attorney's fees and costs incurred by Escrow Agent and the successful party or parties in connection therewith shall be paid by the unsuccessful party or parties to such proceeding.

17. Miscellaneous.

(a) **Entire Agreement.** This Agreement and the exhibits attached hereto contain the entire agreement between the parties. No modification or amendment of this Agreement shall be of any force or effect unless made in writing and executed by both Purchaser and Seller.

(b) **Counterparts.** This Agreement may be executed in any number of counterparts which together shall constitute the agreement of the parties. For purposes of executing this Agreement, a document signed and transmitted by facsimile machine or electronic mail shall be treated as an original document unless there is a question of the validity of the document itself and in that event an original copy with original signature will be requested by either party. The signature of any party thereon shall be considered an original signature, and the document transmitted shall be considered to have the same binding legal effect as an original signature on an original document. At the request of either party, any facsimile and electronic mail document shall be re-executed by the parties in original form. No party hereto may raise the use of a facsimile machine or electronic mail as a defense to the enforcement of this Agreement or any amendment executed in compliance with this subparagraph unless a question of validity of the document is raised and an original is requested as described above in this subparagraph.

(c) **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

(d) **Survival of Warranties.** It is the express intention and agreement of the parties to this Agreement that all covenants, agreements, statements, representations and warranties made by Seller and Purchaser in this Agreement shall merge into the deed and other instruments executed at the Closing.

(e) **Waiver.** Failure by Purchaser or Seller to insist upon or enforce any of its rights hereunder shall not constitute a waiver thereof.

(f) **Governing Law.** This Agreement shall be governed by and construed under the laws of the State of South Carolina.

(g) **Time of Essence.** Time is of the essence in this agreement. However, if the final date of any period which is set out in any provision of this Agreement falls on a Saturday, Sunday, or legal holiday under the laws of the United States or the State of South Carolina, then, in such event, the time of such period shall be extended to the next day which is not a Saturday, Sunday, or legal holiday.

(h) **Invalid Provision.** If any provision of this Agreement is held to be illegal, invalid, or unenforceable under the present or future laws, such provision shall be fully severable. This Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement, and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by such illegal, invalid, or unenforceable provision or by its severance from this Agreement.

(i) **Paragraph Headings.** The paragraph headings as herein used are for convenience of reference only, and shall not be deemed to vary the content of this Agreement or the covenants, agreements, representations or warranties herein set forth or limit the provisions or scope of any paragraph.

(j) **Pronouns.** All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural, as the identity of the person or entity may require.

(k) **Records.** Purchaser shall not file this Agreement or any memorandum hereof in any public records however once this agreement is finalized, under the South Carolina Freedom of Information Act, this contract will become public information if so requested pursuant to the letter of said Act.

(l) **Attorneys Fees.** Should either party hereto institute any action or proceeding in court to enforce any provision hereof or for damages by reason of any alleged breach of any provision of this Agreement or for any other judicial remedy, the prevailing party shall NOT be entitled to receive from the losing party its attorneys fees and other court costs in connection with said proceeding at trial and through all appeals.

(m) **Termination of Agreement.** This agreement may be terminated by either party after adequate notice and the right to cure expires, as described herein. In the event this Agreement is terminated for any reason under the terms of this Agreement, the parties shall have no further right and shall be released from all further obligation hereunder, except for any obligations that expressly state that they will survive any termination hereof all of which shall survive any such termination. If Purchaser terminates this Agreement or fails to purchase the Property for any reason, Purchaser shall return to Seller those items which Seller submitted to Purchaser for Purchaser's review. Nothing in this contract shall preclude each party from mutually agreeing in writing with the other to terminate this agreement for any reason.

(n) **Construction.** As used in this Agreement, the words "herein," "hereof," and "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular article, sections, paragraph or other subdivision.

(o) **Exhibits, etc.** All exhibits and schedules annexed hereto are expressly made a part of this Agreement as though fully set forth herein and all

references to this Agreement or in any such exhibits or schedules shall refer to and include all such exhibits and schedules.

(p) **Due Execution.** Seller and Purchaser each represents and warrants to the other that the execution and delivery of this Agreement; the sale of the Property by Seller; and the purchase of the Property by Purchaser have been duly authorized by all required actions and that the party signing this Agreement on behalf of Seller and Purchaser is duly authorized to do so.

(q) **No Agency or Joint Venture.** This Agreement shall not be construed as in any way establishing a partnership, joint venture, express or implied agency, special confidential relationship or employer-employee relationship or as establishing any fiduciary obligations between Seller and Purchaser.

(r) **Amendments.** This Agreement can only be amended by written authorization acknowledged and executed by each party hereto. Unless the amendment specifically alters a provision of this agreement, the amendment shall not serve to alter or amend any other provision of this agreement unless expressly stated within the body of the amendment.

(s) **Extension.** The date of closing may be extended upon written consent of both parties for a maximum period of time agreed upon by both parties.

(t) **Non-Appropriation.** This Agreement is approved and funded contingent upon annual appropriations being established by the local governing body and operations of the Summerton Municipal Water and Sewer Department to provide funding necessary to meet the requirements of the Agreement. Funding is approved on a fiscal year basis with the fiscal year commencing July 1st and terminating June 30th of the following year. In order for the Agreement to remain in effect, such appropriation must be approved on an annual basis throughout the term of the Agreement. In the event that an annual appropriation is not approved for the ensuing fiscal year, Purchaser shall be allowed to terminate said Agreement without penalty as of June 30th, the end of the fiscal year. In the event that a termination occurs under this provision, the Escrow funds provided by Purchaser to Seller shall be refunded to the Purchaser within thirty (30) days of the date of termination under this provision.

18. **Withholding at Closing.** All fines, fees, dues or amounts owed to the SC Department of Health and Environmental Control or any other local, state or federal agency that relate to or are a lien upon the real and personal property outlined in this Agreement and being offered for sale by the Seller, shall be withheld at closing and distributed to the appropriate agency by the closing attorney.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and sealed as of the year and day first written above.

PURCHASER

THE TOWN OF SUMMERTON, SOUTH CAROLINA

Martino Richburg
Witness 1

By: Don Bray

Wm. Bralley
Witness 2

Its: Mayor

Sarah O Bedard
Witness 1

Libby McLean
Witness 2

SELLER

Tim Oliver
Tim Oliver a/k/a Timothy P. Oliver

SELLER

T.P. OLIVER WATER SYSTEMS

Sarah O Bedard
Witness 1

Libby McLean
Witness 2

By: Tim Oliver

Its: Owner

SELLER

SIGFIELD WATER CO., INC.

Sarah O Bedard
Witness 1

Libby McLean
Witness 2

By: Tim Oliver

Its: Owner

SELLER

GOAT ISLAND WATER AND SEWER CO., INC.

Sarah O Bedard
Witness 1

Libby McLean
Witness 2

By: Tim Oliver

Its: Owner

EXHIBIT A**I. Real Property:**

The Seller agrees to sell to the Purchaser the following real property with any improvements located thereon owned by the Seller:

A. T.P. Oliver Water Systems:

TMS No.: 103-10-00-025-00

TMS No.: 104-08-01-017-00

B. Sigfield Water Company, Inc.

TMS No.: 104-09-02-026-00

TMS No.: 104-14-04-020-00

C. Goat Island Water and Sewer Co.

TMS No.: 114-02-02-017-00

TMS No.: 114-02-02-016-00

II. Personal Property:

The Seller agrees to sell to the Purchaser the following personal property to include but not be limited to fixtures, equipment, tools, fences, wells, tanks, meters, valves, pipes, accounts receivable, customer information and easement access rights owned by the Seller and used in connection with the following water operations:

A. T.P. Oliver Water Systems**B. Sigfield Water Company, Inc.****C. Goat Island Water and Sewer Co., Inc.**

STATE OF SOUTH CAROLINA)
)
 COUNTY OF CLARENDON) AMENDMENT OF PURCHASE AND SALE
) AGREEMENT

WHEREAS, **TOWN OF SUMMERTON, SOUTH CAROLINA** a body politic and organized under the laws of the State of South Carolina, (hereinafter the "Purchaser") and **T.P. OLIVER WATER SYSTEMS AND TIM OLIVER A/K/A TIMOTHY P. OLIVER** (the "Seller"), entered into that certain purchase and Sale Agreement dated September 28, 2016, ("the Agreement") and

WHEREAS, the certain components of the property that is the subject of the Agreement are owned by entities other than the above-named Seller, but subject to the control of the Seller, and the parties desire to indicate the assent of all entities to the Agreement; and

WHEREAS, the time for the closing has elapsed, due to unexpected requirements of the Purchaser to obtain the financing necessary to fund the purchase, and the parties desire to amend the Agreement to establish the actual closing date.

NOW THEREFORE, for and in consideration of the mutual covenants contained herein the parties do hereby agree as follows:

1. Sigfield Water Company, Inc. and Goat Island Water and Sewer Co., Inc. by the execution hereof, confirm their assent to the terms of the agreement, and agree to be bound by the terms of the agreement.
2. The closing of the transaction shall occur on or before September 30, 2017.
3. In all other respects the terms of the Agreement are ratified.

PURCHASER:

THE TOWN OF SUMMERTON

By: 

Mac Bagnol
Mayor

SELLER

GOAT ISLAND WATER AND SEWER CO., INC.
 SIGFIELD WATER COMPANY, INC.
 T.P. OLIVER WATER SYSTEMS

By: 

Timothy P. Oliver

Prepared by:
 The Law Offices of William H. Johnson
 P.O. Box 137
 Manning, SC 29102
 File Number: 16-334WR

STATE OF SOUTH CAROLINA)

DEED

COUNTY OF CLARENDON)

KNOW ALL MEN BY THESE PRESENTS, That **Timothy P. Oliver, individually, and d/b/a T.P. Oliver Water Systems** (hereinafter whether singular or plural the "Grantor") in the State aforesaid, for and in consideration of the sum of **Five and no/100ths (\$5.00) Dollars**, and other consideration, to the Grantor paid by **Town of Summerton, PO Box 279, Summerton, SC 29148**, (hereinafter whether singular or plural the "Grantee") has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the said Grantee, the following described property:

All that certain piece, parcel of lot of land, with any improvements thereon, situate, lying and being in School District No. 1, County of Clarendon, State of South Carolina, containing 1.48 acres according to a plat hereinafter described, and measuring and bounding as follows: On the Northeast by Lot 31 and measuring thereon 144.79 feet; on the Southeast by Lot 37 and measuring thereon 178.21 feet and by Mabe Drive and measuring thereon 157.79 feet and 45.19 feet and on the Southwest by Tract A on said plat and measuring thereon 160 feet and on the Northwest by lands of Ram Bay Corp. and measuring thereon 351.26 feet.

For a more particular description of said property, reference may be had to a plat by R.G. Mathis Land Surveying date April 30, 1990 and recorded in Plat Book S-41 at page 536 in the records of the Register of Deeds for Clarendon County.

This being the same property conveyed to T.P. Oliver Water Systems by deed of Beth Hinson d/b/a the Hinson Company dated May 11, 1990 and recorded on May 14, 1990 in the Office of the Register of Deeds for Clarendon County in Deed Book A-186 at page 137.

Clarendon County TMP#103-10-00-025

ALSO:

File Number: 16-334WR

INSTRUMENT #:2017000172930 DEED BK:995
 PG:246 DOCTYPE:DE 09/29/2017 at 11:25 AM,
 1 OF 4 REC FEE:\$10.00 COUNTY:\$67.65
 STATE:\$159.90 Ashley C Parker CLARENDON
 COUNTY, SC REGISTER OF DEEDS

EXHIBIT F

All roads affected by water system, easements, water systems and waterworks affecting and being a part of that tract or parcel of land as shown on the subdivision plat of Gin Pond Shores Subdivision made by Floyd, Coleman, Askins, and Kellahan, dated June 26, 1978, and recorded in Plat Book 14 at page 386.

This being the same property conveyed to T.P. Oliver Water Systems by deed of Beth Hinson d/b/a the Hinson Company dated May 11, 1990, and recorded on May 14, 1990 in Deed Book A-186 at page 140.

ALSO:

All that piece, parcel or lot of land lying, being and situate in the County of Clarendon, State of South Carolina, School District No. 1, according to plat by DuValle W. Elliott, RLS, dated July 3, 1991 and recorded in Plat Book S-46, at Page 117, records of Clarendon County. Said lot contains 0.08 acre having the following bounds and measurements: On the Northwest by Tom Charles Road, measuring thereon 47.89 feet; On the Southeast by lands of William Bell Davis, measuring thereon 70.03 feet; On the Southwest by lands of William Bell Davis, measuring thereon 47.9 feet; and on the Northwest by lands of William Bell Davis, measuring thereon 70.08 feet.

This being the same property having been conveyed to T. P. Oliver Water Systems by Deed of W. B. Davis dated December 28, 1992 and recorded February 12, 1993 in Deed Book A-234 at Page 314, and by quit-claim deed of William Bell Davis, Trustee Under Item IV Of The Last Will And Testament Of W. B. Davis, Jr., Deceased, dated August 30, 2017, and recorded on August 31, 2017 in the Office of the Register of Deeds for Clarendon County in Deed Book 993 at page 80.

Clarendon County TMP No. 104-08-01-017-00.

AND

All easement rights and water lines used in the operation of the water system known as the "Haynesworth Mill Community Water System," which operates under SCDHEC permit #1450005.

THIS CONVEYANCE IS MADE SUBJECT TO easements and restrictions of record and otherwise affecting the property.

Together with all and singular, the rights, members, hereditaments and appurtenances to the said premises belonging or in anywise appertaining.

TO HAVE AND HOLD, all and singular the premises before mentioned unto the said

Town of Summerton, its Successors and Assigns forever.

And the Grantor does hereby bind himself, his Heirs, and Assigns, to warrant and forever defend all and singular the said premises unto the said Grantee and the Grantee's Successors and Assigns, against the Grantor and the Grantor's Heirs and against every person whomsoever lawfully claiming, or to claim, the same or any part thereof.

WITNESS the Hand and Seal of the Grantor this 26 day of September in the year of our Lord two thousand seventeen (2017).

SIGNED, SEALED AND DELIVERED

IN THE PRESENCE OF

[Signature]
Witness #1

By: [Signature] (Seal)
Timothy P. Oliver, individual, and
d/b/a T.P. Oliver Water Systems

[Signature]
Notary

STATE OF SOUTH CAROLINA)

COUNTY OF CLARENDON)

I, Heather C. Cantley, a Notary Public, do hereby certify that **Timothy P. Oliver, individually, and d/b/a T.P. Oliver Water Systems** personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 26 day of September, 2017.

[Signature]
Notary Signature

Print Name: Heather C. Cantley

Notary Public for State of SC

My Commission Expires: 1/14/2026

STATE OF SOUTH CAROLINA)
)
 COUNTY OF CLARENDON)

AFFIDAVIT

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this affidavit and I understand such information.
2. The properties being transferred are those certain lots of land, with any and all improvements located thereon, situate in School District No. 1 of Clarendon County, South Carolina, consisting of 1.48 acres, and bearing Clarendon County TMP No. 103-10-00-025 and 0.08 acres, bearing TMP No. 104-08-01-017-00; was transferred from Timothy P. Oliver, individually, and d/b/a T.P. Oliver Water Systems to Town of Summerton, on September 28, 2017.
3. Check one of the following. The deed is:
 - a. X subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
 - b. _____ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
 - c. _____ exempt from the deed recording fee because (See Information section of affidavit):
 (If exempt, please skip items 4-7, and go to item 8 of this affidavit.)
4. Check one of the following if either item 3(a) or item 3(b) above has been checked (See Information section of this affidavit):
 - a. X The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$61,100.00
 - b. _____ The fee is computed on the fair market value of the realty which is \$0.00 *.
 - c. _____ The fee is computed on the fair market value of the realty as established for property tax purposes which is \$ _____ *
5. Check Yes or No to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "Yes," the amount of the outstanding balance of this lien or encumbrance is:
6. The deed recording fee is computed as follows:
 - a. Place the amount listed in item 4 above here: \$ 61,100.00
 - b. Place the amount listed in item 5 above here: \$ _____
 (If no amount is listed, place zero here.)
 - c. Subtract Line 6(b) from Line 6(a) and place result here: \$ 61,100.00
7. The deed recording fee is based on the amount listed on Line 6(c) above and the deed recording fee due is: \$227.55
8. As required by Code § 12-24-70, I state that I am a responsible person who was connected with the transaction as: Grantee.

I further understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

SWORN to before me this 28
 day of September, 2017

Heather C. Cantley
 Notary Name: Heather C. Cantley
 Notary Public for South Carolina
 My Commission Expires: 1/14/2022

William H. Johnson
 Responsible Person Connected with the Transaction

William H. Johnson
 Print or Type Name Here

Prepared by:
 The Law Offices of William H. Johnson
 P.O. Box 137
 Manning, SC 29102
 File Number: 16-334WR

STATE OF SOUTH CAROLINA)

DEED

COUNTY OF CLARENDON)

KNOW ALL MEN BY THESE PRESENTS, That **Goat Island Water & Sewer Company, Inc.** (hereinafter whether singular or plural the "Grantor") in the State aforesaid, for and in consideration of the sum of **Five and no/100ths (\$5.00) Dollars**, and other consideration, to the Grantor paid by **Town of Summerton, PO Box 279, Summerton, SC 29148**, (hereinafter whether singular or plural the "Grantee") has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the said Grantee, the following described property:

Parcel 1

All that certain piece, parcel or tract of land, with the wells and with the other improvements thereon, situate, lying and being in the School District 10, County of Clarendon, State of South Carolina, containing 0.18 acre, more or less, and being more particularly shown and delineated as Tract A on that certain plat by DuValle W. Elliott, RLS, dated May 22, 1986, and June 5, 1986, recorded, Office of the Clerk of Court for Clarendon County in Plat Book 38 at Page 107, and having such boundaries, metes, courses, and distances as are delineated and shown on said plat, reference to which is hereby made pursuant to authority contained in Section 30-5-250 of the Code of Laws of South Carolina (1976, as amended).

Clarendon County Tax Map Parcel Number: 114-02-02-016-00

See Derivation Below.

ALSO:

Parcel 2

All that certain piece, parcel or tract of land, with the wells and other improvements thereon, situate, lying and being in the School District 10, County of Clarendon, State of South Carolina, containing 1.21 acres, more or less, and being more particularly shown and delineated as Tract B on that certain plat by DuValle

W. Elliott, RLS, dated May 22, 1986, and June 5, 1986, recorded in the Office of the Clerk of Court for Clarendon County in Book 38 at Page 107, and having such boundaries, metes, courses and distances as are delineated as shown on said plat, reference to which is hereby made pursuant to authority contained in Section 30-5-250 of the Code of Laws of South Carolina, (1976, as amended).

Clarendon County Tax Map Parcel Number: 114-02-02-017-00

See Derivation Below.

ALSO:

Easement A

A permanent and perpetual easement and right-of-way across lands now or formerly of M. Kenneth Branch, Sue S. Branch, and Harvey Bowen, in School District 10, Clarendon County, State of South Carolina, said easement extending from a point on Tract A as shown on the above referenced plat, in a generally northeasterly direction across lands of the aforementioned M., Kenneth Branch, Sue S. Branch and Harvey Bowen to Tract B, as shown thereon, being approximately 159.59 feet in length and having a width of 25 feet, all as shown on said plat.

ALSO:

Easement B

A permanent and perpetual easement and right-of-way across lands of the aforementioned M. Kenneth Branch, Sue S. Branch and Harvey Bowen in School District 10, Clarendon County, State of South Carolina; said easement extending from a point on a 50-foot road as shown on the above referenced plat and processing in a generally northwesterly direction across lands now or formerly of the aforementioned M, Kenneth Branch, Sue S. Branch, and Harvey Bowen to Tract B, as shown on said plat, and being 20 feet in width.

The easements herein described are to be appurtenant to and are to run with said Tracts A and B as shown on the Plat by DuValle W. Elliott, RLS, dated May 22, 1986, and June 5, 1986 and are being given for the purpose of ingress and egress to the same.

See Derivation Below.

ALSO:

Easement C- (Utility Easement)

All necessary easements to construct water and sewer lines across a 10.06 acre tract described as follows:

All that certain piece, parcel or lot of land, together with improvements thereon, located in Clarendon County, Stat of South Carolina, School District No. 1, containing 10.06 acres and designated as Tract B on that certain plat of DuValle W. Elliott, Surveyor, dated August 28, 1978 recorded in Plat Book 31 at Page 46, and having the following bounds and measures: On the North by lands of W.B. Davis, Jr. an aggregate of 692.54 feet; on Southeast by lands of the South Carolina Public Service Authority, measuring thereon 799.77 feet; on the Southwest by lands of W.B. Davis, Jr. shown as Tract A on said plat, measuring an aggregate of 588.77 feet; and on the Northwest lands of Ralph Bell, Jr. separated therefrom by a canal shown on said plat, measuring thereon 757.02 feet.

This easement is for the purpose of supplying the adjacent lands now or formerly of the Estate of W.B. Davis, Jr. with water and sewer service, including the right to ingress and egress in and upon the premises described hereinabove for the purpose of inspection, cleaning, constructing or repairing the said sewer and water lines. The Grantor hereby conveys, gives, and grants to the Grantee, its successors and assigns, said right of easement, including the right to water and sewer hookups, together with all and singular, the rights, members, hereditaments and appurtenances to the said premises belonging or in anywise incident or appertaining.

See Derivation Below.

ALSO:

Personal Property, Hardware and Equipment

All of its right, title and interest in and to the water system and sewerage disposal system situate on and serving a 10.06 acre tract known as Goat Island Resort situate on the waters of Lake Marion, Taw Caw Creek, County and state aforesaid, being more fully described herein below, and including all underground lines, valves, machinery equipment and easements appurtenant to the said water and sewerage system together with all business records, engineering plans, specifications or drawings and any and all personal property related to the operation and maintenance of said water and sewerage systems.

Water System

The water system serving Goat Island Resort consists of three (3) wells (2 four inch and 1 six inch) with submersible pumps, electrical controls, one 2,800 gallon storage tank, water lines and appurtenances serving a restaurant, mobile home park, motel, convenience store, campground, bath house, residences, etc. and includes a 2800 gallon holding tank, a 5 h.p. submersible pump, a 3 h.p. submersible pump, a ¾" flow meter and an air compressor.

Sewerage System

The domestic sewage from a restaurant, convenience store, bath house, mobile home park, campground, residences, etc., is collected by gravity sewer lines and

manholes. These gravity lines convey the waste water into the treatment facility. The treatment facility of a multi-celled aerated lagoon and a holding pond. These two (2) basins are fenced. After biological treatment and chlorination, the effluent flows into a pump station (2 pumps and wet well) where the treated water is transported by a force main to spray irrigation site. Electric panels control the lift station, pump station, and aerators. This system also includes a 5 h.p. pump (lift station), a 2.5 h.p. pump (lift station), four 5 h.p. aerators, two aerator supports (new metal), two aerator supports (old-plastic), four floats and two 5 h.p. pumps in the sprayfield, (1 operational, 1 non-operational).

This being the same property conveyed to Goat Island Water & Sewer Company, Inc. by deed of Island Subdivision Water & Sewer Company, Inc. dated January 22, 1996 and recorded February 28, 1996 in the Office of the Register of Deeds for Clarendon County in Deed Book 288 at Page 283.

THIS CONVEYANCE IS MADE SUBJECT TO easements and restrictions of record and otherwise affecting the property.

Together with all and singular, the rights, members, hereditaments and appurtenances to the said premises belonging or in anywise appertaining.

TO HAVE AND HOLD, all and singular the premises before mentioned unto the said **Town of Summerton**, its Successors and Assigns forever.

And the Grantor does hereby bind itself, its Successors, and Assigns, to warrant and forever defend all and singular the said premises unto the said Grantee and the Grantee's Successors and Assigns, against the Grantor and the Grantor's Successors and against every person whomsoever lawfully claiming, or to claim, the same or any part thereof.

WITNESS the Hand and Seal of the Grantor this 29 day of September in the year of our Lord two thousand seventeen (2017).

SIGNED, SEALED AND DELIVERED

IN THE PRESENCE OF

GOAT ISLAND WATER AND SEWER
COMPANY, INC.

Witness #1

By: Timothy P. Oliver (Seal)
President

Heather J. Cantley
Notary

STATE OF SOUTH CAROLINA)

COUNTY OF CLARENDON)

I, Heather C. Cantley, a Notary Public, do hereby certify that
Timothy P. Oliver, President of Goat Island Water and Sewer Company, Inc. personally
appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 28 day of September, 2017.

Heather J. Cantley
Notary Signature

Print Name: Heather C. Cantley

Notary Public for State of SC

My Commission Expires: 1/14/2020

STATE OF SOUTH CAROLINA)
)
 COUNTY OF CLARENDON)

AFFIDAVIT

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this affidavit and I understand such information.
2. The properties being transferred are those certain lots of land, with any and all improvements located thereon, situate in School District No. 1 of Clarendon County, South Carolina, bearing Clarendon County TMP No. 114-02-02-016-00 and 114-02-02-017-00; was transferred from Goat Island Water & Sewer Company, Inc. to Town of Summerton, on September 28, 2017.
3. Check one of the following. The deed is:
 - a. X subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
 - b. _____ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
 - c. _____ exempt from the deed recording fee because (See Information section of affidavit):
 (If exempt, please skip items 4-7, and go to item 8 of this affidavit.)
4. Check one of the following if either item 3(a) or item 3(b) above has been checked (See Information section of this affidavit):
 - a. X The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$91,650.00
 - b. _____ The fee is computed on the fair market value of the realty which is \$0.00 *.
 - c. _____ The fee is computed on the fair market value of the realty as established for property tax purposes which is \$ _____ *
5. Check Yes ___ or No ___ to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "Yes," the amount of the outstanding balance of this lien or encumbrance is:
6. The deed recording fee is computed as follows:
 - a. Place the amount listed in item 4 above here: \$ 91,650.00
 - b. Place the amount listed in item 5 above here: \$ _____
 (If no amount is listed, place zero here.)
 - c. Subtract Line 6(b) from Line 6(a) and place result here: \$ 91,650.00
7. The deed recording fee is based on the amount listed on Line 6(c) above and the deed recording fee due is: \$340.40
8. As required by Code § 12-24-70, I state that I am a responsible person who was connected with the transaction as: Grantee.

I further understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

SWORN to before me this 28
 day of September, 2017

Heather H. Cantley
 Notary Name: Heather H. Cantley
 Notary Public for South Carolina
 My Commission Expires: 1/14/2026

William H. Johnson
 Responsible Person Connected with the Transaction

William H. Johnson
 Print or Type Name Here

Prepared by:
 The Law Offices of William H. Johnson
 P.O. Box 137
 Manning, SC 29102
 File Number: 16-334WR

STATE OF SOUTH CAROLINA)

DEED

COUNTY OF CLARENDON)

KNOW ALL MEN BY THESE PRESENTS, That **Sigfield Water Company, Inc.** (hereinafter whether singular or plural the "Grantor") in the State aforesaid, for and in consideration of the sum of **Five and no/100ths (\$5.00) Dollars**, and other consideration, to the Grantor paid by **Town of Summerton, PO Box 279, Summerton, SC 29148**, (hereinafter whether singular or plural the "Grantee") has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the said Grantee, the following described property:

All that piece, parcel or lot of land, lying, being, and situate in the County of Clarendon, State of South Carolina, School District No. 1, being more particularly described as that certain 50 x 50 foot parcel of land on the eastern corner of the intersection of S.C. Highways S-14-375 and S-14-376.

This being the same property having been conveyed to Sigfield Water Company, Inc. by Deed of William Bell Davis, Trustee Of Will Of W. B. Davis, Jr., dated May 1, 1986, and recorded on May 7, 1986, in Deed Book A-136 at page 690.

Clarendon County TMP No. 104-09-02-026-00.

AND

A right of way for the purposes, from time to time, of laying, constructing, operating, inspecting, maintaining, repairing, renewing, substituting, changing the site of and removing a pipeline for the transportation of water in the Sigfield Golf Resort situate in the County of Clarendon, State of South Carolina. The location and route of the pipeline is along the roadways throughout the resort along the front lot lines, and across the golf course where necessary for the pipelines to connect within the system. Should it be necessary to change a line where it is not feasible to go across the front line the Grantee herein is hereby granted the right to substitute a more suitable location so as not to interfere with the use and enjoyment of any lot within the resort area.

AND

File Number: 16-334WR

INSTRUMENT #:2017000172928 DEED BK:995
 PG:236 DOCTYPE:DE 09/29/2017 at 11:25 AM,
 1 OF 4 REC FEE:\$10.00 COUNTY:\$90.75
 STATE:\$214.50 Ashley C Parker CLARENDON
 COUNTY, SC REGISTER OF DEEDS

The rights of ingress and egress in, on, over, across and through said above described land for any and all purposes necessary or convenient to the exercise by Grantee of the rights and easements herein granted.

The rights of way conveyed herein being the same rights of way conveyed to the Grantor by that certain Easement Agreement between Sigfield Associates, a Limited Partnership, and Sigfield Water Company, Inc. dated June 1, 1986 and recorded on June 11, 1986 in Deed Book A-137 at page 535.

THIS CONVEYANCE IS MADE SUBJECT TO easements and restrictions of record and otherwise affecting the property.

Together with all and singular, the rights, members, hereditaments and appurtenances to the said premises belonging or in anywise appertaining.

TO HAVE AND HOLD, all and singular the premises before mentioned unto the said

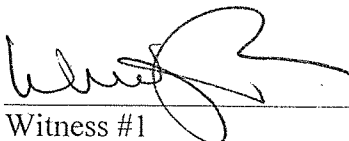
Town of Summerton, its Successors and Assigns forever.

And the Grantor does hereby bind itself, its Successors, and Assigns, to warrant and forever defend all and singular the said premises unto the said Grantee and the Grantee's Successors and Assigns, against the Grantor and the Grantor's Successors and against every person whosoever lawfully claiming, or to claim, the same or any part thereof.

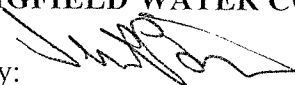
WITNESS the Hand and Seal of the Grantor this 28 day of September in the year of our Lord two thousand seventeen (2017).

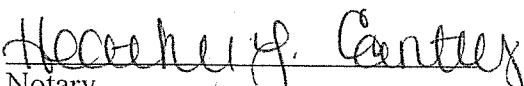
SIGNED, SEALED AND DELIVERED

IN THE PRESENCE OF


Witness #1

SIGFIELD WATER COMPANY, INC.

By:  (Seal)
Timothy P. Oliver
President


Notary

STATE OF SOUTH CAROLINA)

COUNTY OF CLARENDON)

I, Heather C. Cauley, a Notary Public, do hereby certify that
Timothy P. Oliver, President of Sigfield Water Company, Inc. personally appeared before me
this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 28 day of September, 2017.

Heather J. Cauley

Notary Signature

Print Name: Heather C. Cauley

Notary Public for State of SC

My Commission Expires: 1/14/2026

STATE OF SOUTH CAROLINA)
)
COUNTY OF CLARENDON)

AFFIDAVIT

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this affidavit and I understand such information.
2. The properties being transferred are those certain lots of land, with any and all improvements located thereon, situate in School District No. 1 of Clarendon County, South Carolina, bearing Clarendon County TMP No. 104-09-02-026-00; was transferred from Sigfield Water Company, Inc. to Town of Summerton, on September 28, 2017.
3. Check one of the following. The deed is:
 - a. X subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
 - b. _____ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
 - c. _____ exempt from the deed recording fee because (See Information section of affidavit):
(If exempt, please skip items 4-7, and go to item 8 of this affidavit.)
4. Check one of the following if either item 3(a) or item 3(b) above has been checked (See Information section of this affidavit):
 - a. X The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$82,250.00
 - b. _____ The fee is computed on the fair market value of the realty which is \$0.00 *
 - c. _____ The fee is computed on the fair market value of the realty as established for property tax purposes which is \$ *
5. Check Yes or No to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "Yes," the amount of the outstanding balance of this lien or encumbrance is:
6. The deed recording fee is computed as follows:
 - a. Place the amount listed in item 4 above here: \$ 82,250.00
 - b. Place the amount listed in item 5 above here: \$
(If no amount is listed, place zero here.)
 - c. Subtract Line 6(b) from Line 6(a) and place result here: \$ 82,250.00
7. The deed recording fee is based on the amount listed on Line 6(c) above and the deed recording fee due is: \$305.25
8. As required by Code § 12-24-70, I state that I am a responsible person who was connected with the transaction as: Grantee.

I further understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

SWORN to before me this 28
day of September, 2017

Hearthor L. Cantley
Notary Name: Hearthor L. Cantley
Notary Public for South Carolina
My Commission Expires: 1/14/2020

William H. Johnson
Responsible Person Connected with the Transaction
William H. Johnson
Print or Type Name Here

Prepared by: The Law Offices of William H. Johnson, LLC
 William H. Johnson/ (File No. 16-334WR)
 Post Office Box 137 – 411 N. Brooks St.
 Manning, SC 29102
 (803) 435-0909; (803) 435-2858 Fax

STATE OF SOUTH CAROLINA)
)
 COUNTY OF CLARENDON)

BILL OF SALE

This Bill of Sale memorializes the sale of certain assets of Timothy P. Oliver, Individually and as Owner of T.P. Oliver Water Systems and Sole Shareholder of Sigfield Water Company, Inc. and Goat Island Water and Sewer Company, Inc., (hereinafter “Oliver”) as is more fully described in the attachment hereto, Exhibit “A”, which is incorporated herein by reference and this Bill of Sale is made as September 28, 2017, by and between Oliver and Town of Summerton, a body politic, (hereinafter “Town of Summerton”).

WHEREAS, that certain Contract styled as “Purchase and Sales Agreement”, dated August 29, 2016 between Oliver and Town of Summerton are incorporated herein by reference, as if set forth verbatim herein.

WHEREAS, Timothy P. Oliver has full power and authority to execute and deliver this Bill of Sale and to perform all obligations thereunder.

WHEREAS, the individual(s) acting on behalf of Town of Summerton has full power and authority to execute and deliver this Bill of Sale and o perform all obligations thereunder, pursuant to required Public Notice(s), requisite ordinances, Public Readings thereof and all other requirements of Town of Summerton, a Body Politic, in the State of South Carolina.

THEREFORE, Oliver agrees to see and Town of Summerton agrees to buy that portion of the assets of Oliver, more fully described hereinabove.

The consideration of this Sale is as set forth in the Contract between the parties, the receipt and sufficiency of which is hereby acknowledged by the Parties, consideration for Real Estate, Equipment, Assets and Personal Property is Two Hundred Thirty-five Thousand and no/100’s (\$235,000.00).

Nothing about this Bill of Sale or the sale hereunder shall constitute a joint venture between the parties and any such joint venture is expressly, denied by both parties. Town of Summerton assumes liability for that portion of Oliver's assets purchased and customer's attendant thereto, from the date of these presents.

It is understood by the parties that Buyer's purchase for the purposes of operation and billing of the system shall commence October 1, 2017. It is further understood that no customer credits will be made at closing. The parties understand that all customer credits or prepayments shall be reconciled with Seller. Town of Summerton shall direct all inquiries to Oliver for reconciliation of the credits.

If any provisions of this Bill of Sale shall, in whole or in part, prove to be invalid for any reason, such invalidity shall affect only the portion of such provision which shall be invalid, and in all other respects, this Bill of Sale shall stand as if such invalid provision, or other invalid portion thereof, had not been a part hereof. The parties agree that this Bill of Sale shall be enforced to the fullest extent permitted by law. Accordingly, if, in any judicial proceeding, a court shall determine that any provision is invalid or unenforceable as written, the parties consent to an interpretation by the court which will provide enforcement to the maximum extent permitted by law.


This Bill of Sale has been executed and delivered in the State of South Carolina, and its validity, interpretation, performance, and enforcement, and all matters relating thereto, shall be governed by and construed and interpreted in accordance with the laws of the State of South Carolina.

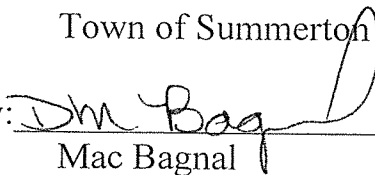
The Sale contemplated herein is final upon the final regulatory approval by state authorities. The revenue stream from the customers' attendant to that portion of Oliver's assets purchased shall accrue to Town of Summerton effective September 28, 2017.

In addition to the items outlined in Exhibit "A", attached hereto and made a part hereof, this Bill of Sale serves to transfer all other equipment, tools, and personal property utilized by Oliver for the purpose of operation, maintenance, restoration, and all other purposes associated with the presence or effective use of water, now or hereafter, within Sigfield Water Company, Inc. and Goat Island Water and Sewer Company, Inc.

Both Oliver and Town of Summerton expressly agree, through their signatures hereto to take all actions, execute all documents including additional documents, and do all those things reasonably required to consummate and implement the sale contemplated.

WITNESS WHEREOF, this Bill of Sale is executed as of the date set forth above:


Heather J. Centley

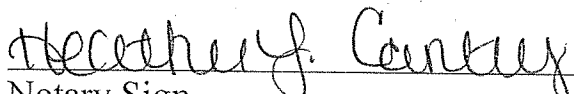
Town of Summerton
 By: 
Mac Bagnol
 Mayor

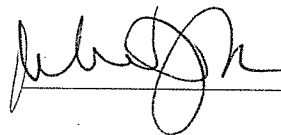
STATE OF SOUTH CAROLINA)

COUNTY OF Clermont)

PERSONALLY APPEARED BEFORE ME the undersigned witness and made oath that s/he saw the within named Mac Bagnol, Mayor of Town of Summerton, sign, seal and, as their act and deed, deliver the within-written Bill of Sale for the uses and purposes therein mentioned and that s/he, with the other witness whose signature appears above witnessed the execution thereof.

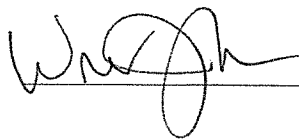
SWORN TO BEFORE ME this
28 day of September, 2017

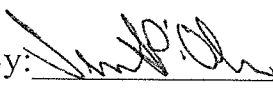

 Notary Sign
 Notary Public for the State of S.C

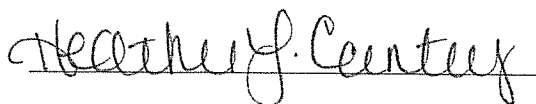


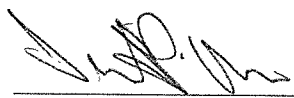
Heather J. Centley
 Notary Print
 My Commission Expires: 1/14/2026

Sigfield Water Company, Inc.
Goat Island Water and Sewer Co., Inc.



By: 
_____ Timothy P. Oliver



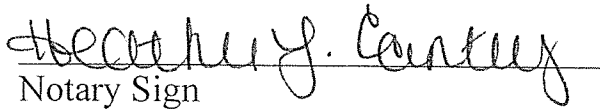

_____ Timothy P. Oliver
Individually

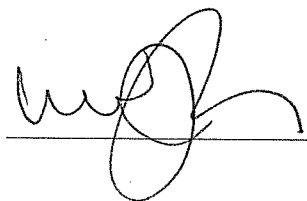
STATE OF SOUTH CAROLINA)

COUNTY OF Claarendon)

PERSONALLY APPEARED BEFORE ME the undersigned witness and made oath that s/he saw the within named **Timothy P. Oliver, Individually, and as President of Sigfield Water Company, Inc and Goat Island Water and Sewer Company Inc.,** sign, seal and, as their act and deed, deliver the within-written Bill of Salw for the uses and purposes therein mentioned and that s/he, with the other witness whose signature appears above witnessed the execution thereof.

SWORN TO BEFORE ME this
28 day of September, 2017


Notary Sign
Notary Public for the State of S.C



Heather C. Country
Notary Print
My Commission Expires: 1/14/2026

EXHIBIT A

1. Gin Pond Shores Water System:

All wells, tanks, pumps, water lines, pipes, valves, hydrants, fittings, and appurtenances used in the operation of Gin Pond Shores Water System, including but not limited to two (2) wells with 4" 5 horsepower pumps, one (1) 15,000 gallon storage tank, 10,440 feet of three-inch pipe and 1,530 feet of four inch pipe and all water lines used to serve all customers of the system.

2. Haynesworth Mill Water Sysem:

All wells, tanks, pumps, water lines, pipes, valves, fittings, and appurtenances used in the operation of Haynesworth Mill Water System, including, but not limited to one (1) 4" well; one (1) 3 horsepower 70 gpm pump, six (6) 120 gallon bladder tanks, and all lines used to serve all customers of the system.

3. Sigfield Water Company:

All wells, tanks, pumps, water lines, pipes, valves, hydrants, fittings, and appurtenances used in the operation of Sigfield Water Company, Inc., including, but not limited to two (2) six inch wells with 10 horsepower 100 gpm submersible pumps, and all lines used to serve all customers.

4. Goat Island Water and Sewer Co., Inc.:

All wells, tanks, pumps, water lines, pipes, valves, hydrants, fittings, and appurtenances used in the supply of water to the customers of Goat Island Water and Sewer Co., Inc., including, but not limited to one (1) six inch well with 10 horsepower 150 gpm submersible pump, one (1) four inch will with 5 horsepower 70 gpm submersible pump, one 20,000 gallon storage tank, approximately 2,000 feet of three inch pipe and 3,000 feet of four inch pipe.

AND

All pumps, pipes, sewer lines, valves, fittings, aerators, and appurtenances used in all processes necessary to provide sewer service to the sewer customers of Goat Island Water and Sewer Co., Inc, including, but not limited to one (1) lift station with two (2) grinder pumps, four (4) aerators, one (1) chlorine contact chamber, one (1) 6" sump pump, and equipment ofr one (1) five acre spray field.

STATE OF SOUTH CAROLINA)
)
COUNTY OF CLARENDON)

ASSIGNMENT OF LEASE

KNOW ALL MEN BY THESE PRESENTS, that **SIGFIELD WATER COMPANY, INC.**, for valuable consideration received, does hereby assign and set over to the **TOWN OF SUMMERTON**, PO Box 279, Summerton, SC 29148, all of the rights, benefits, duties, and beneficial covenants of **SIGFIELD WATER COMPANY, INC.** as Lessee in that certain Lease by and between **SIGFIELD ASSOCIATES LIMITED PARTNERSHIP** and **SIGFIELD WATER COMPANY, INC.** dated June 1, 1986 and recorded on June 11, 1986 in **Deed Book A-137 at page 532.**

SIGFIELD WATER COMPANY, INC. does further warrant and affirm to the TOWN OF SUMMERTON that the aforesaid Lease is currently valid and in force, and that there has been no breach thereof.

Executed this 28 day of September, 2017.

SIGFIELD WATER COMPANY, INC.

Witness

By: Timothy P. Oliver
Timothy P. Oliver

Its: President

Heather J. Cantley
Notary

STATE OF SOUTH CAROLINA)

COUNTY OF CLARENDON)

I, Heather L. Century, a Notary Public, do hereby certify that **Timothy P. Oliver** personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 28 day of September, 2017.

Heath, J. G. Carter

Notary Name: Heather L. Corder

Notary Public for SC

My Commission Expires: 6/14/2026

INSTRUMENT #:2017000172931 DEED BK:995
PG:250 DOCTYPE:ASGN LEASE/DE
09/29/2017 at 11:25 AM, 1 OF 1 REC FEE:
\$10.00 Ashley C Parker CLARENDON
COUNTY, SC REGISTER OF DEEDS